REQUEST FOR PROPOSALS (RFP)
SPECIFICATION NO. 16-11064-C
FOR
Berkeley Fire Department Cardiac Monitor/Defibrillators

PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The Berkeley Fire Department is soliciting written proposals for Cardiac Monitor/Defibrillators. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). Proposals must be received no later than 2:00 pm, on Tuesday, July 19th, 2016. All responses must be in a sealed envelope and have “Berkeley Fire Department Cardiac Monitor/Defibrillators” and Specification No. 16-11064-C clearly marked on the outer most mailing envelope. Please submit one original, four (4) unbound copies, and one (1) soft copy of the proposal as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please contact David McPartland, Fire Captain, via email at dmcpartland@ci.berkeley.ca.us no later than July 7th 2016. Answers to questions will not be provided by telephone. Rather, answers to all questions or any addenda will be posted on the City of Berkeley’s site at http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128. It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Shari Hamilton, General Services Manager
I. **SUMMARY**

Currently the City of Berkeley Fire Department (“Department”) deploys twenty (20) Philips Heart Start MRx monitor/defibrillators. The City of Berkeley Fire Department is seeking to purchase up to twenty-six (26) cardiac monitor/defibrillator units with a full range of advanced life support functions, along with vendor maintenance for five (5) years.

II. **SCOPE OF SERVICES**

*Part 1: Cardiac Monitor/Defibrillator Unit Specifications*

A. **Base Unit:**
   i. Shall be compatible with the American Heart Association Standards for Advanced Cardiac Life Support, Basic Life Support, and Pediatric Life Support.
   ii. Shall provide a normal operating capability for advanced life support (ALS) users, including manual defibrillation, synchronized cardioversion, external pacing, and shall be upgradeable to include features such as non-invasive blood pressure monitoring, pulse oximetry, end-tidal C02 monitoring, etc.
   iii. Shall include all necessary additional equipment, such as 3- or 4-lead and 12-lead cables, defibrillator/pacing cables, and have enough battery power for full capability use.
   iv. Shall provide a full record of continuous electrocardiogram (EKG) tracing that can be printed and used for quality improvement (QI) purposes.
   v. A QI software package shall be included that is capable of extracting data and producing reports. The software architecture must be open to allow linkage to the Fire Department’s patient care data system – which is currently “Rescue Net Field Tablet PCR” – by Zoll Medical. See Scope of Services Part III: *Data System* for details.
   vi. Shall be upgradeable via hardware modules and/or via software.
   vii. A defibrillator tester that tests energy output and documents results on the strip recorder is highly desirable.
   viii. The automated external defibrillator (AED) feature shall have voice instruction and/or visual message advisory prompts.

B. **Defibrillator:**
   i. Defibrillation shall be through a cable-electrode configuration for both adult and pediatric patients using biphasic technology. The unit shall provide synchronized and unsynchronized defibrillation in a variety of joule settings for both adult and pediatric patients. Each defibrillation energy setting shall be digitally displayed on the same screen display as the EKG monitor. All defibrillation actions must be printed on the unit’s paper with a date and time stamp that coincides with each action.
   ii. **Defibrillator Pads and Electrodes:** The Department requires “hands-off” capability for defibrillation purposes. Each unit shall use pacer/defibrillation pads that are capable of EKG monitoring, pacing, defibrillation, synchronized cardioversion and AED operation.
   iii. **Pacing:** Defibrillator shall provide external pacing capability with separate rate and energy controls and digital displays located on the same screen display as the EKG monitor. The rate setting shall be capable of 40 to 160 beats per minute and the energy settings shall be capable of 5 to 150 milliamps (mA). When activated, all pacing settings shall print on the unit’s paper EKG printer with appropriate date and time stamp. Pacing cable and electrodes shall be the same as the defibrillation equipment.

C. **Monitor and Screen:**
   i. Unit shall be capable of patient monitoring through 3- or 4-and 12-lead EKG cables or via the pacer/defibrillation pads. Unit shall continuously display the patient’s cardiac rhythm. Screen shall be constructed of a heavy-duty impact resistant material.
ii. **Screen Visibility:** A color monitor is highly desirable. Unit shall have a high-resolution flat panel display. Screen shall be visible in direct sunlight. A low battery indicator shall be visible on the screen. All readings, including those of accessory equipment, shall be intuitively displayed and not interfere with the visibility of the EKG waveforms. The waveform shall be sharp and easily interpreted with the following dysrhythmias; paced rhythms, PSVT, VT, 1-3 degree blocks, asystole, etc.

D. **EKG Lead Capabilities:**
   i. Unit shall be capable of standard 3-lead monitoring and equipped with the necessary cable(s). The unit shall capable of diagnostic 12-lead monitoring in leads I, II, III, aVR, aVL, aVF, V1, V2, V3, V4, V5 and V6.
   ii. 12-lead: The unit shall acquire (monitor), interpret and store 12-lead EKGs. The Department requires the capability of transmitting 12-lead EKG data into the LIFENET system via the most current and best technology available. The unit shall include printed analysis and diagnostic interpretation of suspected cardiac condition on accompanying EKG paper printer with appropriate date and time stamp for each print action. All necessary cables shall be provided.

E. **Non-invasive Blood Pressure (NIBP):** The Department is interested in this option and does not have any specifications to list. The Department’s main concern is that the NIBP will not disable the cardiac monitor/defibrillator in the event NIBP fails while in use. Blood pressure readings shall print on the unit’s paper printer with appropriate date and time stamp.

F. **Pulse Oximetry:** Shall provide oxygen saturation monitoring with digital display on same screen display as EKG monitor. The unit shall be capable of adult and pediatric monitoring; therefore, each unit shall include one (1) adult finger probe and one (1) pediatric probe. When activated, the current pulse oximetry value with appropriate date and time stamp shall print on the unit’s paper EKG printer on each print action. The data collected shall be electronically transferable to the data collection system.

G. **Carbon Dioxide (C0₂) Detection Monitor:** Each unit shall provide end tidal C0₂ monitor with digital display located on the same screen as the EKG monitor and shall be equipped with all the necessary cables and attachments to perform this function. When activated, the current end tidal C0₂ value with appropriate date and time stamp shall print on the unit’s EKG printer on each print action.

H. **Carbon Monoxide Detection Monitor:** The Department is interested in this accessory, if available, and does not have any specifications to list. This feature is an option, not a requirement.

I. **Paper Printer:** Shall be equipped with a paper printer that reports all activated functions with the appropriate date and time stamp. The print function shall be activated by a separate control, located on the main control panel. Paper installation shall be intuitive and easily accessed by the technician.

J. **Incident Summary and Documentation:** The unit shall have an incident summary feature that documents all critical events/actions and reports them on the paper EKG printout with the appropriate time and date stamp. The ideal system will transfer this information to a data collection program. The code summary and alarm printout modes should be configurable by the user or service technician. Strip chart recorder shall be able to print three leads simultaneously, on 80 mm or larger recording paper. Paper installation shall be easy to access and require minimal effort. The strip chart recorder shall utilize a standard or configurable delay.

K. **Batteries:** Each unit must come equipped with three (3) rechargeable lithium-ion, nickel metal hydride (NiMH), NiCad or sealed lead-acid batteries. If the vendor can provide a better product, the Department will consider it upon vendor provision of proof of quality and service life. Fully charged batteries shall provide a minimum of 2½ hours of continuous EKG monitoring. Additionally, it is desirable that the base unit have an “automatic shutdown” feature.

L. **Battery Support Systems:** Fourteen (14) battery support systems will be provided. The ideal unit will be capable of charging/conditioning more than four (4) batteries at a time. Each system shall
test, charge, recondition, and alert the user of a failed test. A proper battery disposal program should be included as part of the offer; vendor shall bear all responsibilities for the implementation and operation of a lawful battery disposal program. Bidder proposals shall provide specific data on the length of time the battery support system charges and cycles/conditions each battery.

M. Carrying Case: Cardiac monitor/defibrillator units shall have a carrying case constructed of heavy duty, non-absorbent material for each monitor/defibrillator. Carrying cases shall be equipped with zippered accessory pouches to store all required accessories, e.g., cables, electrodes, etc. Carrying cases shall have easy access, reinforced handles for the technician to remove the unit from the compartment without difficulty. Carrying cases shall have reinforced shoulder straps.

N. Function Controls: The control features of the unit shall be simple and intuitive. The power switch shall be in an obvious location. The data menu shall be easily scrolled with a minimum of steps. A charged capacitor shall be “dumped” selectively with a minimum of steps.

O. Operator Configuration Parameters: The device shall allow the operator to configure the operation default parameters. These defaults include but are not limited to alarm limits, etc. In an effort to standardize all Department cardiac monitor/defibrillator units, the Fire Department’s cardiac monitor/defibrillator personnel desire to be able to control the user-defined defaults via software.

P. Durability: The Department will store Cardiac monitor/defibrillators in the fire apparatus and ambulances. The Cardiac monitor/defibrillators will sustain a significant amount of day-to-day wear and tear. The Cardiac monitor/defibrillators shall:
   i. Survive a drop test from a height of five feet and still be fully operational;
   ii. Be functional after exposure to moisture and rainy conditions;
   iii. Be fully operational after a few minutes of heat exposure from sources including the exhaust pipe of an idling fire apparatus/ambulance.

Q. Safety: The unit shall be safe to use both for the operator and the patient. The units shall comply with EC 601-1 for leakage currents.

R. Service Life: The cardiac monitor/defibrillator units, all components, and battery support systems shall have a minimum five (5) year service life under normal fire and rescue circumstances.

S. Size and Weight: Bidder shall describe the size and weight of a complete unit, which consists of:
   i. Monitor with battery;
   ii. Spare battery;
   iii. Outer case;
   iv. Six (6) electrode packets;
   v. One (1) package of defibrillation pads (if unit is manual defibrillation)
   vi. One (1) package of pacing pads, and
   vii. One (1) spare roll of paper.

Department reserves the right to perform a “fit test” of each bidder’s equipment to verify suitability prior to awarding the proposal. The unit shall be constructed of heavy-duty material and designed for rugged field use in all types of weather conditions. The external case and all function controls shall be constructed of watertight seals to prevent seepage of fluids into the unit’s electronic components.

Part 2: Service and Warranty Support

T. Service and Warranty Support:
   i. To ensure full dealer support for services after the sale, the vendor shall be capable of providing full factory service when required by the Department. Each bidder shall demonstrate that it is actively in the cardiac monitor/defibrillator/pacing manufacturing business.
ii. Vendor shall maintain an established service center and parts depot capable of satisfying the warranty service and parts requirements of the equipment offered.

iii. Vendor should have a 24-hour in-house number for use by the Department to schedule service to keep downtime to a minimum. An online service request system may be utilized in lieu of a phone number with the requirement that the Department receive a receipt of the request and it is processed within 24hrs.

iv. Vendor shall state the location of its authorized service center. This service center shall have a staff of factory-trained technicians, well versed in all aspects of service for all components of the equipment.

v. In order to assure the Department of prompt, knowledgeable and professional representation on behalf of the manufacturer, the manufacturer shall maintain a representative who can respond onsite within 24 hours. This representative shall be competent and knowledgeable with respect to the sale and service of cardiac monitor/defibrillator/pacing equipment. In the event the purchased equipment fails to perform, the representative shall make available a minimum of one (1) replacement “loaner” unit with the same minimum features as the equipment purchased by the Department within 24hrs of the determination an onsite repair is not possible. This will enable the Department to provide continuous, uninterrupted service until the original equipment has been repaired and returned to service.

vi. The Department requires a long-term warranty and service agreement. Vendor’s price quote shall include a standard and/or extended warranty that clearly describes the biomedical checks and routine maintenance included. The Department requires parts and labor to be furnished under warranty for five (5) full years.

**Part 3: Data System**

**U. Data System:** At no expense to the Department, vendor shall perform hardware and software installation required for the data system. Any data collected by the cardiac monitor/defibrillator shall be usable by the Department without extensive programming and/or cost to the Department. The Department will be looking for software programs that can be directly downloaded or otherwise linked to other systems.

i. Software components shall:
   
   i. Be capable of transmitting, printing and storing data generated by the equipment. Data elements in the software program shall be editable to allow for changes that may be necessary from the recommendations or regulations established under the California Emergency Medical Services Authority.
   
   ii. Be capable of transmitting 12 lead data into LIFNET
   
   iii. Extract data from each resuscitation record and produce cumulative reports suitable for trend analysis necessary to form judgments about the overall program.

   
   ii. Vendor proposal shall include copies of reports available and indicate how programming can be tailored to meet the needs of the Department. If vendor’s system relies on an independent program such as Excel or a software platform such as Sequel to compile data, vendor proposal shall describe how this is accomplished.

   
   iii. Vendor shall provide five (5) years of initial and ongoing training (see Scope of Services Part 4: Training and support of the data system.

   
   iv. Means of data transmission shall include, but are not limited to, USB, WiFi, Bluetooth, and cellular technology. NOTE: Department desires that Bluetooth and WiFi be the latest versions. It is strongly desired by the Department that data transmission be wireless.

**Part 4: Training**

Revised December 2014
V. **Training:** Vendor proposal shall describe vendor’s in-service training programs in detail.

The five training programs that shall be described are:

i. Cardiac monitor/defibrillator operation
ii. 12-lead educational program (paramedics only)
iii. Transmitting data (paramedics only)
iv. Call data integration into the patient care record
v. Initial Software program training and training when software upgrades are released

Each training program description shall include:

i. Training curriculum
ii. Number of hours required
iii. Number of students per class session
iv. Background of instructors
v. All equipment/manuals needed and provided.

III. **SUBMISSION REQUIREMENTS**

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

A. **Contractor Identification:**

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

The following information must be provided for the primary contractor and for any of the contractor’s partners or subcontractors:

1. Name of the firm
2. Local Address
3. Firm’s principal place of business
4. Name and telephone number of the contact person
5. Company tax identification number

B. **Client References:**

Provide a minimum of three (3) client references with contact name, position, agency, phone number and email address. References should be cities or other large public sector entities that currently use vendor’s cardiac monitors/services. California-based references are preferable.

C. **Price Proposal:**

The proposal shall include:

1. Pricing for all services outlined in Section II: *Scope of Services.*
2. In a separate document provide a price breakdown for all individual components of monitor per monitor and services
3. Price proposal shall include travel expenses (e.g. transportation, parking and tolls) for meetings, trainings and exercises in Alameda County, California.
D. Contract Terminations:

If your organization has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party’s name, address, and phone number. Present the vendor’s position on the matter. The Department will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

E. Response to Business Requirements:

Organize your proposal using the format outlined in Part II: Scope of Services. Make sure to include all required documentation as outlined in Part II: Scope of Services.

IV. SELECTION CRITERIA

Proposals will be evaluated based on the criteria listed below:

A. Compliance with the terms and conditions of this RFP 10%
B. Data system Component 10%
C. Monitor Specifications and Training Proposal 30%
   i. Specified Features
   ii. Ergonomics and Weight
   iii. Training
D. Cost Proposal 50%
   i. Warranty, Maintenance and Services Agreement
   ii. Price
   iii. Trade-in allowance for 20 Philips MRX Monitor / Defibrillator

A selection panel will be convened of staff to review written proposals. The evaluation team will rate the proposals and generate a short list. Proposers on the short list may be asked to participate in an interview.

V. PAYMENT

Invoices: Invoices must be fully itemized as to the services rendered during the billing period, and provide sufficient information for approving payment and audit. Vendor shall submit invoices on the first Monday of each quarter. Mail invoices to the Project Manager and reference the contract number.

   City of Berkeley
   Accounts Payable
   PO Box 700
   Berkeley, CA 94701
   Attn: Dave Brannigan, Berkeley Fire Department

Payments: The City will make good faith effort to pay vendor within thirty (30) days of receipt of a correct and complete invoice.

Revised December 2014
VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than $3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal.**

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently

Revised December 2014
$14.42 (if medical benefits are provided) or $16.81 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

F. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

G. Statement of Economic Interest:

The City’s Conflict of Interest Code designates “consultants” as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VII. OTHER REQUIREMENTS

A. Insurance

The selected vendor will be required to maintain general liability insurance in the minimum amount of $2,000,000, automobile liability insurance in the minimum amount of $1,000,000 and a professional liability insurance policy in the amount of $2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven (7) days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be printed on both sides of the page whenever practical.
E. State Prevailing Wage:

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories, when employed for any “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” constitute a “Public Work” within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at: http://www.dir.ca.gov/OPRL/statistics_and_databases.html

VIII. SCHEDULE (dates are subject to change)

- Issue RFP to potential bidders: 06/30/16
- Written questions from Proposers due 07/07/16
- Proposals due from potential bidders 07/19/16
- Complete Selection Process 07/26/16
- Council Approval of Contract (over $50k) 09/13/16
- Award of Contract 09/14/16
- Sign and Process Contract 9/20/16
- Notice to proceed 9/20/16

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- Check List of Required items for Submittal Attachment A
- Non-Discrimination/Workforce Composition Form Attachment B
- Nuclear Free Disclosure Form Attachment C
- Oppressive States Form Attachment D
- Living Wage Form Attachment E
- Equal Benefits Certification of Compliance Attachment F
- Right to Audit Form Attachment G
- Insurance Endorsement Attachment H
ATTACHMENT A

CHECKLIST

☐ Proposal describing equipment and service (one (1) original, four (4) hard copies, and one (1) soft copy)
  ☐ Contractor Identification and Company Information
  ☐ Client References
  ☐ Price Proposal
  ☐ Contract terminations
  ☐ Response to Business Requirements described in II: Scope of Services

☐ The following forms, completed and signed in blue ink (attached):
  o Non-Discrimination/Workforce Composition Form Attachment B
  o Nuclear Free Disclosure Form Attachment C
  o Oppressive States Form Attachment D
  o Living Wage Form (may be optional) Attachment E
  o Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment F

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

☐ Provide original-signed in blue ink Evidence of Insurance
  o Auto
  o Liability
  o Worker’s Compensation

☐ Right to Audit Form Attachment G

☐ Commercial General & Automobile Liability Endorsement Form Attachment H

☐ Berkeley Business License

For informational purposes only: Sample of Personal Services Contract can be found on the City’s website on the current bid and proposal page at the top of the page.
NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the Department handling your contract:

Organization: ___________________________________________________________________________________

Address: _____________________________________________________________________________________

Business Lic. #: ___________

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<th>Occupational Category:</th>
<th>Total Employees</th>
<th>White Employees</th>
<th>Black Employees</th>
<th>Asian Employees</th>
<th>Hispanic Employees</th>
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Totals:

Is your business MBE/WBE/DBE certified? Yes _____ No _____ If yes, by what agency? __________________________

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: __________________________

Do you have a Non-Discrimination policy? Yes: _____ No: _____

Signed: __________________________________________________________ Date: __________________

Verified by: ______________________________________________________ Date: __________________

City of Berkeley Contract Compliance Officer

Attachment B
Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.
I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)

2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.

3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: ___________________________________ Title: _______________________________________

Signature: _____________________________________ Date: _______________________________________

Business Entity: ___________________________________________________________________________

Contract Description/Specification No: Berkeley Fire Department Cardiac Monitor / Defibrillators / 16-11064-C

Attachment C
CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of__________________________________________________(hereafter “Vendor”),
has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter
"Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may
refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes.
Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial
organization, including parent-entities and wholly-owned subsidiaries” (to the extent that their operations are
related to the purpose of the contract with the City).

"Oppressive State" means: Tibet Autonomous Region and the Provinces of Ado, Kham and U-Tsang

“Personal Services” means “the performance of any work or labor and shall also include acting as an independent contractor or
providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship.”

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any
time during the term of the contract it provides Personal Services to:

a. The governing regime in any Oppressive State.
b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
c. Any person for the express purpose of assisting in business operations or trading with any public or private entity
located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the
contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for
five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the
geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the
Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City
Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Printed Name: ___________________________________Title:________________________________________
Signature: ___________________________________ Date:_______________________________________
Business Entity: ______________________________________________________________________________

Contract Description/Specification No.: Berkeley Fire Department Cardiac Monitor / Defibrillator / 16-11064-C

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a
separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: ___________________________________ Date:______________________________

Attachment D
CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley’s Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor’s employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

   a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of $25,000.00 or more?
      YES ____    NO ____

   If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

   b. Do you have six (6) or more employees, including part-time and stipend workers?
      YES ____    NO ____

   If you have answered, “YES” to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

   a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of $100,000.00 or more?
      YES ____    NO ____

   If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

   b. Do you have six (6) or more employees, including part-time and stipend workers?
      YES ____    NO ____

   If you have answered, “YES” to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE. ☐

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE. ☐

Attachment E
The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: __________________________________ Title: __________________________________________

Signature: ___________________________ Date: ______________________________________________________

Business Entity: ________________________________________________________________________________

Contract Description/Specification No: Berkeley Fire Department Medical Director/ 16-11003-C

Section III

• **FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY** *

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name ___________________________ Department Representative ____________________________

Attachment E Page 2
Form EBO-1
CITY OF BERKELEY
CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE
If you are a contractor, return this form to the originating department/project manager. If you are a vendor (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name:                               Vendor No.: 
Address:                             Department: 
                                      State:     ZIP: 
Contact Person:                      Telephone: 
E-mail Address:                      Fax No.: 

SECTION 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.  
   □ Yes  □ No  (If “Yes,” proceed to Section 5; if “No”, continue to the next question.)

B. Does your company provide (or make available at the employees’ expense) any employee benefits? 
   □ Yes  □ No  
   If “Yes,” continue to Question C.  
   If “No,” proceed to Section 5. (The EBO is not applicable to you.)

C. Does your company provide (or make available at the employees’ expense) any benefits to the spouse of an employee? ........................................................................................................... □ Yes  □ No

D. Does your company provide (or make available at the employees’ expense) any benefits to the domestic partner of an employee? ........................................................................................................... □ Yes  □ No

   If you answered “No” to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered “Yes” to both Questions C and D, please continue to Question E.  
   If you answered “Yes” to Question C and “No” to Question D, please continue to Section 3.

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? ................................................................. □ Yes  □ No

   If you answered “Yes,” proceed to Section 4. (You are in compliance with the EBO.)  
   If you answered “No,” continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
   □ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
   □ At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor’s infrastructure, not to exceed three months; or
   □ Upon expiration of the contractor’s current collective bargaining agreement(s).
B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* ................................................... □ Yes □ No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _______day of _________________, in the year __________, at __________________, ________ (City) (State)

____________________________________ __________________________
Name (please print) Signature

____________________________________ __________________________
Title Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

□ Non-Compliant (The City may not do business with this contractor/vendor)
□ One-Person Contractor/Vendor □ Full Compliance □ Reasonable Measures
□ Provisional Compliance Category, Full Compliance by Date: _________________________________

Staff Name(Sign and Print): ___________________________ Date: ____________ ________________

Attachment F
CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor’s office may conduct an audit of Contractor’s financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor’s employees and make all such financial, performance and compliance records available to the Auditor’s office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed:______________________________ Date:____________________

Print Name & Title:______________________________

Company:_____________________________________

Contract Description/Specification No: Berkeley Fire Department Cardiac Monitor / Defibrillators / 16-11064-C

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.
CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

<table>
<thead>
<tr>
<th>Policy No.</th>
<th>Company Providing Policy</th>
<th>Expir. Date</th>
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</table>

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is ________________________________________.

2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
   ________________________________________________________.

   The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.

4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to __________________________________, Department of __________________________, Berkeley, CA.

5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

   The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

__________________________
Insurance Company

Date: _____________ By: ____________________________
   Signature of Underwriter’s
   Authorized Representative

Contract Description/Specification No: Berkeley Fire Department Cardiac Monitor / Defibrillators 16-11064-C

Attachment H

Revised December 2014